

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE SIXTH DAY OF OCTOBER
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE MR JUSTICE K.C. BHANU

WRIT PETITION NO : 21618 of 2005

Between:

1. M/s. Suresh & Ramesh Enterprises,
represented by its Prop. M.P.Satyanarayana,
and 26 others

..... PETITIONERS

AND

1. The Chairman-and-Managing Director Central Power

Distribution Company of A.P Ltd.,
Red Hills Hyderabad.

2. The Director (Operation) Central Power Distribution

Company of A.P Ltd., Red Hills Hyderabad.

3. The Superintending Engineer (operation) Central Power

Distribution Company of A.P Ltd.,

Nalgonda Circle Nalgonda District.

.....RESPONDENTS

The Court made the following:

ORDER:

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Questioning the action of the 2nd respondent in issuing the impugned Memo No.Dir/OP/SE/O&MF/1650, dated 19.09.2005 in awarding the work of O&M of

substations to Nalgonda Workers Union, the present writ petition has been filed.

The case of the petitioners is that they are the existing contractors of Sub-stations in Nalgonda Circle and they are maintaining and manning the substations since 1998 in participating the tenders and maintaining them at Rs11,700/- per month. The grievance of the petitioners is that surprisingly, the 2nd respondent has issued the impugned proceedings, directing the 3rd respondent to award the work of Operation and Maintenance of the existing sub-stations to Nalgonda Workers Union to the extent of half of the substations in eight Sub-division, fixing the rate of contract at Rs.8,850/- even though they are the contractors of the said substations.

Heard the learned counsel for the petitioner and the learned standing counsel for the respondents.

Admittedly, the contract was entered into between the petitioners and the respondents at the rate of Rs.11,700/- per month and the said contract period was already over. Now, the Nalgonda Workers Union have come forward to pay the contract at the rate of Rs.8,850/- per month and the respondents have taken a policy decision for giving the works/contracts to the Workers' Union and that is only a transit arrangement till fresh tenders are called for and finalized. As the said arrangement is only a transit arrangement till fresh tenders are called for, the petitioners have no right to entrust the work or to continue them till fresh tenders are called for.

In view of the fact that the period of contract of the petitioners has already been completed, since there is no arbitrary action on the part of the respondents for issuing the impugned proceedings, I do not find any merits in this writ petition. Therefore, the writ petition is totally devoid of merits and is liable to be dismissed.

Accordingly, the writ petition is dismissed. No costs.

(K.C. BHANU, J)

Date: 6.10.2005

Ksn